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Attorneys for Defendant Kaiser Foundation Health Plan of the Northwest

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

**CHI TU,**

Civil No. CV 07-968 KI

Plaintiff,

**STIPULATED PROTECTIVE ORDER**

v.

**KAISER FOUNDATION HEALTH PLAN  
OF THE NORTHWEST, and DENISE  
FRENCH,**

Defendants.

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IT IS HEREBY ORDERED:

1. When used in this Order, the word "document" includes, but is not limited to: documents produced by any party or nonparty in this action whether pursuant to the Federal Rules of Civil Procedure, subpoena, or by agreement; responses to requests for admissions and/or interrogatories; deposition transcripts and exhibits; and any portions of any court papers which quote from or summarize any of the foregoing.

2. All documents or testimony designated as confidential in accordance with this order shall be used solely for the prosecution and/or defense of this action and for no other purpose.

3. Any party or nonparty producing documents in this action which contain or disclose commercially sensitive information, proprietary information, financial information, medical information, or personnel information regarding any party or third-party to this dispute including current or former employees of defendant, may designate such documents as confidential. The party or nonparty producing agreed-upon "CONFIDENTIAL" documents shall stamp such documents with the notice "CONFIDENTIAL."

4. Any party or nonparty giving testimony in this action may designate as "CONFIDENTIAL" that portion of the testimony containing or disclosing commercially sensitive information, proprietary information, medical information or personnel information by advising the reporter of such confidentiality. The reporter shall separately transcribe those portions of the testimony so designated and shall mark the face of the transcript as "CONFIDENTIAL" as the designating person may direct. After reading the deposition transcript, if a party or nonparty determines that testimony should have been but was not designated "CONFIDENTIAL" during the deposition, that party or nonparty may make such designation with the agreement of the parties. In the absence of such an agreement, the party or nonparty may move the Court for inclusion of the testimony under this Order.

5. Confidential documents or testimony may be referred to in pleadings, motions and briefs, and may be used in depositions and marked as deposition exhibits in this action. However, no such document or testimony shall be used for any of these purposes unless it, or the portion of the court paper in which it is revealed, is appropriately marked confidential and filed under seal with the Clerk of the Court.

6. Except as set forth above, or with the prior written consent of the party or nonparty asserting confidential treatment, no document or testimony designated as

“CONFIDENTIAL” and no information contained in it or obtained from it may be disclosed to any person other than:

- a. The Court, its staff and court reporters;
- b. Counsel for the parties in this action and their staff;
- c. Independent experts retained by counsel for the parties to assist them in litigation;
- d. Potential witnesses; and
- e. The parties in this action.

7. Any independent expert or potential witness to whom any document or testimony designated as confidential is disclosed must agree to be bound by the terms of this Protective Order and to be subject to the jurisdiction of this Court for contempt and any other appropriate proceedings in the event of an alleged or actual violation of this Order. Each such person to whom confidential testimony or documents is disclosed must sign a document stating that he or she has read this Order and agrees to comply with its terms and to be subject to the jurisdiction of this Court for any proceedings involving alleged improper use or disclosure of the confidential information.

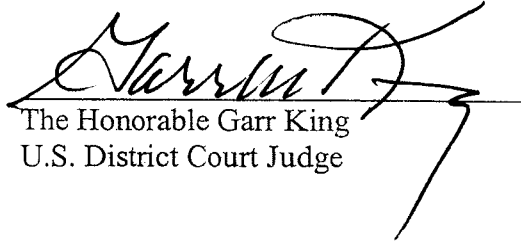
8. This Order shall not prevent the disclosure of documents to the persons who were the authors or addressees of the documents or are shown as having received copies of them.

9. Documents produced by parties or nonparties (*i.e.*, materials produced from personal or business files, not deposition transcripts, court papers and so on) which are designated confidential and all copies of them (other than exhibits of record) shall be destroyed or returned to the party producing such documents when the action is concluded.

10. The restrictions and obligations relating to documents or testimony designated as confidential in accordance with this Order shall not apply to any document or information which all parties agree in writing or which this Court rules was publicly known at the time it was produced to the receiving party or which has since become publicly known through no fault of the receiving party.

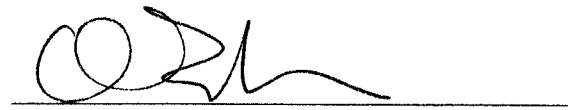
11. Nothing in this Order shall prevent any party or nonparty to this action from seeking modification of this Order or from objecting that a document or testimony has been inappropriately classified as confidential. In addition, nothing in this Order shall prevent a party from objecting to discovery which it believes to be otherwise improper.

IT IS SO ORDERED: Nov 6, 2007.

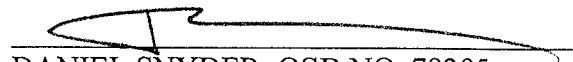
  
The Honorable Garr King  
U.S. District Court Judge

IT IS SO STIPULATED:

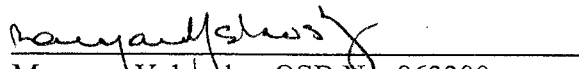
STOEL RIVES LLP

  
Chris Kitchel, OSB No. 812123  
Kurt Barker, OSB No. 011977  
Attorneys for Defendant Kaiser Foundation  
Health Plan of the Northwest  
Dated: ~~October~~ <sup>November</sup> 5, 2007

LAW OFFICES OF DANIEL SNYDER

  
DANIEL SNYDER, OSB NO. 78385  
Attorney for Plaintiff  
Dated: October 29, 2007

BULLARD SMITH JERNSTEDT WILSON

  
Maryann Yelnosky, OSB No. 863200  
Fran Barnwell, OSB No. 841623  
Attorneys for Defendant Denise French  
Dated: ~~October~~ 1, 2007  
<sup>November</sup>